

<i>SERFF Tracking Number:</i>	<i>PERR-125704165</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Southern Insurance Company</i>	<i>State Tracking Number:</i>	<i>#103058 \$50</i>
<i>Company Tracking Number:</i>	<i>AMSO-CIM-CARGO-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Cargo Program</i>		
<i>Project Name/Number:</i>	<i>AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F</i>		

Filing at a Glance

Company: American Southern Insurance Company

Product Name: Cargo Program

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: PERR-125704165

SERFF Status: Closed

Co Tr Num: AMSO-CIM-CARGO-AR-08-01-F

Co Status:

Authors: Faviola Jimenez, Laura Jennette

Date Submitted: 06/24/2008

State: Arkansas

State Tr Num: #103058 \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 07/03/2008

Disposition Status: Approved

Effective Date Requested (New): 07/25/2008

Effective Date Requested (Renewal): 07/25/2008

Effective Date (New): 07/25/2008

Effective Date (Renewal): 07/25/2008

State Filing Description:

General Information

Project Name: AMSO-CIM-CARGO-AR-08-01-F

Project Number: AMSO-CIM-CARGO-AR-08-01-F

Reference Organization:

Reference Title:

Filing Status Changed: 07/03/2008

State Status Changed: 06/26/2008

Corresponding Filing Tracking Number:

Filing Description:

On behalf of American Southern Insurance Company ("the Company"), we are submitting this filing to introduce the Motor Truck Cargo Policy and associated endorsements and declarations.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are

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any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

We respectfully request that this filing become effective on July 25, 2008.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Laura Jennette, State Filings Analyst doi@perrknight.com
 881 Alma Real Drive Suite 205 (310) 230-9339 [Phone]
 Pacific Palisades, CA 90272

Filing Company Information

American Southern Insurance Company	CoCode: 10235	State of Domicile: Kansas
P.O. Box 723030	Group Code: 587	Company Type:
Atlanta , GA 31139-0030	Group Name: American Southern	State ID Number:
	Ins Co	
(404) 266-9599 ext. 102[Phone]	FEIN Number: 58-6016195	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR filing fee is \$50 per form submission
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Southern Insurance Company	\$0.00	06/24/2008	

<i>SERFF Tracking Number:</i>	<i>PERR-125704165</i>	<i>State:</i>	<i>Arkansas</i>
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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
103058	\$50.00	06/20/2008

SERFF Tracking Number:	PERR-125704165	State:	Arkansas
Filing Company:	American Southern Insurance Company	State Tracking Number:	#103058 \$50
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TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	Cargo Program		
Project Name/Number:	AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/03/2008	07/03/2008

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Disposition

Disposition Date: 07/03/2008

Effective Date (New): 07/25/2008

Effective Date (Renewal): 07/25/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125704165 State: Arkansas

Filing Company: American Southern Insurance Company State Tracking Number: #103058 \$50

Company Tracking Number: AMSO-CIM-CARGO-AR-08-01-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Cargo Program

Project Name/Number: AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Form	Refrigeration Breakdown Endorsement	Approved	Yes
Form	Monthly Premium Endorsement	Approved	Yes
Form	Gross Receipts Endorsements	Approved	Yes
Form	Endorsement - Theft Clause	Approved	Yes
Form	Endorsement - Theft Clause	Approved	Yes
Form	Endorsement (Cargo - Monthly Reporting of Equipment)	Approved	Yes
Form	Endorsement Damage to Cargo - Foreign Object	Approved	Yes
Form	Refrigeration Breakdown Endorsement	Approved	Yes
Form	Motor Truck Cargo Policy	Approved	Yes
Form	Declarations - Part B of Motor Truck Cargo Policy	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Refrigeration Breakdown Endorsement	ASI 3003	01 08	Endorsement/Amendment/Conditions	New		ASI 3003_01-08_ - REFRIGERATION BREAKDOWN - TBS.pdf
Approved	Monthly Premium Endorsement	ASI 3005	01 08	Endorsement/Amendment/Conditions	New		ASI 3005_01-08_ - MONTHLY PREMIUM END.pdf
Approved	Gross Receipts Endorsements	ASI 3007	01 08	Endorsement/Amendment/Conditions	New		ASI 3007_01-08_ GROSS RECEIPTS.pdf
Approved	Endorsement - Theft Clause	ASI 3008	01 08	Endorsement/Amendment/Conditions	New		ASI 3008_01-08_ THEFT - UNATTENDED - 2 HRS - TBC.pdf
Approved	Endorsement - Theft Clause	ASI 3009	01 08	Endorsement/Amendment/Conditions	New		ASI 3009_01-08_ - THEFT - UNATTENDED - TBC.pdf
Approved	Endorsement (Cargo - Monthly Reporting of Equipment)	ASI 3015C	06 08	Endorsement/Amendment/Conditions	New		ASI 3015C_06-08_ - CARGO - MONTHLY REPORTING

SERFF Tracking Number: PERR-125704165 State: Arkansas
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 Product Name: Cargo Program
 Project Name/Number: AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F

Approved	Endorsement	ASI 3016 01 08	Endorseme New	G OF
	Damage to Cargo		nt/Amendm	EQUIPMEN
	- Foreign Object		ent/Condi	T -
			ons	BLANK.pdf
Approved	Refrigeration	ASI 3017 01 08	Endorseme New	ASI 3016
	Breakdown		nt/Amendm	_01-08_ -
	Endorsement		ent/Condi	DAMAGE
			ons	TO CARGO
				- TBC.pdf
Approved	Refrigeration	ASI 3017 01 08	Endorseme New	ASI 3017
	Breakdown		nt/Amendm	_01-08_ -
	Endorsement		ent/Condi	REFRIGERA
			ons	TION
				BREAKDOW
				N
				_DELETES
				5 YR_ -
				TBS.pdf
Approved	Motor Truck	BJP2277X01 08	Policy/CoveNew	BJP2277XC
	Cargo Policy	C	rage Form	_01-08_ -
				MTC
				COVERAGE
				FORM.pdf
Approved	Declarations -	CD2277X 01 08	Declaration New	CD2277XC
	Part B of Motor	C	s/Schedule	_01-08_ -
	Truck Cargo			DEC PART
	Policy			B OF
				MTC.pdf

REFRIGERATION BREAKDOWN ENDORSEMENT

This endorsement, effective on _____, _____, at _____ eastern standard time, forms a part of Policy MTC _____ of the American Southern Insurance Company.

Issued to: _____

By: _____

(Authorized Representative)

For and in consideration of the premium charged, it is hereby understood and agreed that Item I under Section VIII – Optional Coverages, Limitations and Extensions on page 3 of policy form BJP2277XC (01/08) is deleted and replaced with the following:

Refrigeration Breakdown Clause. This policy is extended to cover, subject to its terms and conditions, loss or damage to merchandise directly due to the mechanical failure of or breakdown of an automatic temperature control unit.

No claims for loss or damage to merchandise directly due to the mechanical failure of or breakdown of an automatic temperature control unit will be considered by this Company, if the original date of manufacture of the automatic temperature control unit is more than five years older than the year in which this policy was issued.

It is a condition of this coverage and warranted by the Insured that:

- (a) The automatic temperature control unit will be regularly inspected, at least once each month, by the Insured. Records will be maintained of the results of such inspections. Such records shall be open to inspection by a representative of this Company. This Company will not be liable for loss or damage caused by the failure of the Insured to keep and maintain the automatic temperature control unit in efficient operating condition at all times.
- (b) The automatic temperature control unit will be calibrated once every 30 days. Proof of calibration will be provided to this Company prior to payment of the claim.
- (c) Whether the automatic temperature control unit is on a trailer owned by or not owned by the insured, the insured is responsible for providing evidence that 1) the automatic temperature control unit has been calibrated within the last 30 days prior to the date of loss; 2) the crankcase oil level is within manufacturer's specifications; and 3) the refrigerant level is within manufacturer's specifications.

This policy does not insure against loss or damage to merchandise caused by the failure or breakdown of the automatic temperature control unit directly due to any of the following:

- (a) Failure to provide adequate fuel supply;
- (b) Failure to maintain crankcase oil level within manufacturer's specified limits;
- (c) Failure to maintain an adequate level of refrigerant per manufacturer's specifications;
- (d) Willful destruction or damage to automatic temperature control unit by an employee or others;
- (e) Any other circumstances wherein loss or damage is not directly due to breakdown or mechanical failure.

ASI 3003 (01/08)

MONTHLY PREMIUM ENDORSEMENT

This endorsement, effective at the inception of the policy, forms a part of policy

Number: _____ of the American Southern Insurance Company

Issued to: _____

By: _____

For the purpose of the computation and payment of the earned premium due hereunder, this policy shall be divided into policy and premium periods. The first policy and premium period shall commence upon the effective date of this policy, as stated above, and continue until 12:01 a.m. on the _____ day of _____, _____.

Premium for the first period being:

BI	\$	THEFT	\$
PD	\$	WIND	\$
COLLISION	\$	C.A.C.	\$
FIRE	\$	CARGO	\$
		TOTAL	\$

Each succeeding policy and premium period shall be for a term of one month, and shall commence at the end of each previous period. The premium for each policy and premium period after the first one shall be identical to the above premium.

Premium for each policy and premium period is due and payable on or before the first day of such period.

To guarantee the payment of earned premium under this policy, the named insured hereby agrees to deposit with the company \$_____, which the Company agrees to hold until this policy is terminated as provided herein or in the policy conditions. Upon termination of this policy, the Company will refund to the named insured the entire amount of such escrow deposit, less only such part thereof as may be necessary to complete the payment of any previously unpaid earned premium under the policy.

In the event this policy is cancelled short rate as provided in the Cancellation condition of the policy, the basis used for the calculation of the short rate earned premium shall be the full annual premium from which the monthly premium for this policy has been determined.

ASI 3005 (01/08)

Gross Receipts Endorsement

This endorsement, effective on _____, _____, at _____ Eastern Standard Time, forms a part of policy _____ of the American Southern Insurance Company.

Issued to: _____

By: _____

This policy is issued in consideration of the minimum and deposit premium stated in the policy to which this form is attached.

The insured agrees to keep an accurate record of the gross receipts (either collected or uncollected) from their trucking business during the term of this policy. The insured also agrees to report to the agent on or before fifteen (15) days from the last day of each month the full amount of gross receipts (whether collected or uncollected) from their trucking business during the preceding month or such time as is within the policy period, and pay to the agent an earned premium computed at the rate per \$100 of gross receipts stated in the policy to which this endorsement is attached. The due date of the earned premium for each monthly report shall be fifteen (15) days from the last day of the month.

For the purpose of this insurance, the term "gross receipts" shall mean the total charge for transporting the goods from original location to destination.

The company shall have access to the insured's books and records for the purpose of determining the premium due. Any evasion or attempted evasion by the insured in the matter of rendering such reports herein before required, or payment of premium hereunder, shall be an absolute defense to any suit or action brought under this policy.

Regardless of anything to the contrary expressed in this policy, it is agreed that should any monthly report not be rendered and the premium applying thereto not be paid to the agent on or before the fifteenth day of any calendar month, this policy shall automatically terminate upon such due date at noon, and it is agreed by the insured that no further notice of the termination and/or cancellation of this policy is or shall be necessary. The premium, however, which shall have been earned up to the time of such termination, shall be due and payable.

In the event of cancellation of this policy, the company shall retain not less than the deposit premium, which is hereby declared to be the minimum premium for this insurance.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT – THEFT CLAUSE

This endorsement, effective on _____, _____, at _____ eastern standard time, forms a part of Policy MTC _____ of the American Southern Insurance Company.

Issued to: _____

By: _____

(Authorized Representative)

In consideration of the premium paid, it is hereby understood and agreed that the following conditions are added to the policy:

- 1) Paragraph C. Theft clause of Section VIII OPTIONAL COVERAGES, LIMITATIONS AND EXTENSIONS is deleted and replaced with the following:

This policy is amended by the addition of the peril of theft, excluding infidelity, theft or robbery by any person in the employment or service of the insured or any person to whom the cargo is entrusted by the insured, and excluding pilferage by any person or persons.

It is a condition of this policy that in the event of loss by theft, immediate notice will be given by the insured to the police.

The insurance company's liability shall not exceed five thousand dollars (\$5,000.00) for loss by theft of: furs or garments trimmed with furs; silks, rayon, nylons; wearing apparel; liquor or other alcoholic beverages; tobacco products; drugs and pharmaceuticals; cameras and photographic equipment and supplies; automotive parts and tires; radio, stereo and television sets and parts; electronic equipment, parts and components; copper and copper products; precious metals and alloys; shellfish (shrimp, lobster, crab); or perfume. This limitation shall not apply to the individual commodity or cargo listed above if it is specifically indicated in the "Description of Merchandise" hauled section on the declarations page of this policy.

- 2) This policy shall exclude coverage for loss due to theft from an unattended vehicle (tractor, trailer, container, or truck) unless, at the time of the theft:
 - a) Such vehicle is garaged in a building which is securely closed and locked or parked in a fenced and locked yard that is under constant surveillance by a security guard, AND
 - b) Such vehicle has all openings closed and locked and all keys removed, AND
 - c) The cargo is taken from the security guard by force or by the threat of force

This policy will cover loss due to theft from an unattended vehicle while it is stopped for less than two hours while in transit and away from the insured's terminal. An unattended vehicle is defined as a vehicle (tractor, trailer, container, or truck) that is not occupied by the truck driver.

- 3) This policy does not cover the liability of the insured for the payment of any fines, assessments, damages, attorney's fees, court costs or any other penalties that the insured shall be required to pay as a result of the insured's violation of any law or regulation relating to any delay in the payment, denial or settlement of any claim for loss.
- 4) Two or more trailers, while connected or being operated with a single power unit, shall be considered as one vehicle when applying the limits of liability under this policy.

ENDORSEMENT – THEFT CLAUSE

This endorsement, effective on _____, _____, at _____ eastern standard time, forms a part of Policy MTC _____ of the American Southern Insurance Company.

Issued to: _____

By: _____

(Authorized Representative)

In consideration of the premium paid, it is hereby understood and agreed that the following conditions are added to the policy:

- 1) Paragraph C. Theft clause of Section VIII OPTIONAL COVERAGES, LIMITATIONS AND EXTENSIONS is deleted and replaced with the following:

This policy is amended by the addition of the peril of theft, excluding infidelity, theft or robbery by any person in the employment or service of the insured or any person to whom the cargo is entrusted by the insured, and excluding pilferage by any person or persons.

It is a condition of this policy that in the event of loss by theft, immediate notice will be given by the insured to the police.

The insurance company's liability shall not exceed five thousand dollars (\$5,000.00) for loss by theft of: furs or garments trimmed with furs; silks, rayon, nylons; wearing apparel; liquor or other alcoholic beverages; tobacco products; drugs and pharmaceuticals; cameras and photographic equipment and supplies; automotive parts and tires; radio, stereo and television sets and parts; electronic equipment, parts and components; copper and copper products; precious metals and alloys; shellfish (shrimp, lobster, crab); or perfume. This limitation shall not apply to the individual commodity or cargo listed above if it is specifically indicated in the "Description of Merchandise" hauled section on the declarations page of this policy.

- 2) This policy shall exclude coverage for loss due to theft from an unattended vehicle (tractor, trailer, container, or truck) unless, at the time of the theft:
 - a) Such vehicle is garaged in a building which is securely closed and locked or parked in a fenced and locked yard that is under constant surveillance by a security guard, AND
 - b) Such vehicle has all openings closed and locked and all keys removed, AND
 - c) The cargo is taken from the security guard by force or by the threat of force.

An unattended vehicle is defined as a vehicle (tractor, trailer, container, or truck) that is not occupied by the truck driver.

- 3) This policy does not cover the liability of the insured for the payment of any fines, assessments, damages, attorney's fees, court costs or any other penalties that the insured shall be required to pay as a result of the insured's violation of any law or regulation relating to any delay in the payment, denial or settlement of any claim for loss.
- 4) Two or more trailers, while connected or being operated with a single power unit, shall be considered as one vehicle when applying the limits of liability under this policy.

ENDORSEMENT (CARGO – MONTHLY REPORTING OF EQUIPMENT)

This endorsement, effective on _____, _____, at _____ eastern standard time, forms a part of policy _____ of the American Southern Insurance Company.

Issued to: _____

By: _____

(Authorized Representative)

For and in consideration of the deposit premium paid, it is hereby understood and agreed that the following conditions apply to this policy:

Coverage will apply to cargo in or on any trailer or container/chassis while it is physically attached to a tractor scheduled on the current monthly report of equipment form. The insured shall report in writing to _____ (Managing General Agent) all additions and deletions of equipment as they occur. Coverage changes to equipment shall be effective upon the date and time that _____ (Managing General Agent) receives the written request for an equipment change.

The insured will be charged a monthly premium based on the number of tractors listed on the policy as of the last day of the month.

Amount Insured: _____

Monthly premium per tractor: _____

ASI 3015C (06/08)

ENDORSEMENT

DAMAGE TO CARGO – FOREIGN OBJECT

This endorsement, effective on _____, at 12:01 A.M. eastern standard time, forms a part of Policy # _____ issued by American Southern Insurance Company Issued to: _____.

Authorized Representative

For and in consideration of the premium charged, it is hereby understood and agreed that this policy is extended to cover damage to the cargo caused by the striking of the cargo with a foreign object. The trailer or any equipment used with the trailer (for example, chains, tie-downs or load locks) is not considered a foreign object. The ground, curbing, or any portion of the roadbed is not considered a foreign object.

REFRIGERATION BREAKDOWN ENDORSEMENT

This endorsement, effective on _____, _____, at _____ eastern standard time, forms a part of Policy MTC _____ of the American Southern Insurance Company.

Issued to: _____
By: _____

(Authorized Representative)

For and in consideration of the premium charged, it is hereby understood and agreed that Item I under Section VIII – Optional Coverages, Limitations and Extensions on page 3 of policy form BJP2277XC (01/08) is deleted and replaced with the following:

Refrigeration Breakdown Clause. This policy is extended to cover, subject to its terms and conditions, loss or damage to merchandise directly due to the mechanical failure of or breakdown of an automatic temperature control unit.

It is a condition of this coverage and warranted by the Insured that:

- (a) The automatic temperature control unit will be regularly inspected, at least once each month, by the Insured. Records will be maintained of the results of such inspections. Such records shall be open to inspection by a representative of this Company. This Company will not be liable for loss or damage caused by the failure of the Insured to keep and maintain the automatic temperature control unit in efficient operating condition at all times.
- (b) The automatic temperature control unit will be calibrated once every 30 days. Proof of calibration will be provided to this Company prior to payment of the claim.
- (c) Whether the automatic temperature control unit is on a trailer owned by or not owned by the insured, the insured is responsible for providing evidence that 1) the automatic temperature control unit has been calibrated within the last 30 days prior to the date of loss; 2) the crankcase oil level is within manufacturer's specifications; and 3) the refrigerant level is within manufacturer's specifications.

This policy does not insure against loss or damage to merchandise caused by the failure or breakdown of the automatic temperature control unit directly due to any of the following:

- (a) Failure to provide adequate fuel supply;
- (b) Failure to maintain crankcase oil level within manufacturer's specified limits;
- (c) Failure to maintain an adequate level of refrigerant per manufacturer's specifications;
- (d) Willful destruction or damage to automatic temperature control unit by an employee or others;
- (e) Any other circumstances wherein loss or damage is not directly due to breakdown or mechanical failure.

MOTOR TRUCK CARGO POLICY

- I. INSURING CLAUSES:** In consideration of the stipulations herein named and of the premiums hereinafter provided this Company does insure the Named Insured, hereinafter the Insured, whose address is shown in the declarations, for physical loss or damage to lawful goods and merchandise consisting principally as described in the declarations caused directly by the perils hereinafter specified and only while on trucks operated by the Insured within a radius as described in the declarations, and within the territorial limits of the Continental United States and Canada, and as follows:
- A.** The legal liability of the Insured as a Motor Carrier, Bailee or Warehouseman under Tariff Documents, Bill of Lading, or Shipping Receipt, or written lease, or written contract to haul, made in the name of the insured or authorized representative of the insured, which occurs while such goods or merchandise are in due course of transit and are on a truck specifically described in the schedule in the declarations.
- B.** To shipments of lawful goods or wares owned by the Insured, if such loss occurs while such goods or merchandise are in due course of transit and are on a truck specifically described in the schedule in the declarations.
- II. WARRANTED NO EXCESS INSURANCE** over and above such limits as may be provided herein, except as may be specifically endorsed hereon.
- III. SUSTITUTION OF TRUCKS:** In event of breakdown or repairs to any truck described herein necessitating temporary withdrawal from service, privilege is given the Insured to substitute a truck similar to that described herein, provided such substituted truck is operated by or has been contracted for by the Insured.
- IV. MINIMUM PREMIUM:** The actual consideration for this policy shall in no event be less than a minimum premium as described in the declarations. Should this policy be cancelled by either the insured or by this Company, the earned premium, howsoever computed, shall not be less than the prescribed minimum premium.
- V. PERILS INSURED:**
THIS POLICY INSURES, WITHIN THE FOREGOING PROVISIONS AND EXCEPT AS HEREINAFTER PROVIDED, THE LIABILITY OF THE INSURED FOR DIRECT LOSS OR DAMAGE CAUSED BY:
- A.** Fire, Lightning and Explosion;
- B.** Collision, i.e., accidental collision of the truck with any other vehicle or object (the striking of curbing or any portion of the roadbed or the striking of rails or ties of street, steam or electric railroads, or contact with any stationary object in backing for loading or unloading purposes, or the coming together of trucks and trailers during coupling or uncoupling, or contact of property being transported with any object unless the scheduled truck first collides with such object, shall not be deemed a collision);
- C.** Overturning or upset of the truck while on land;
- D.** Collapse of bridges, docks, wharves, culverts, overpasses or ramps;
- E.** The stranding, sinking, burning or collision (including General Average and Salvage Charges) of any regular ferry while operating on inland waterways only;
- F.** Floods (meaning the rising of streams and navigable waters from natural causes.
- G.** Windstorm, excluding loss or damage caused by hail, rain, sleet or snow, whether driven by wind or not.
- VI. EXCLUSIONS:**
THIS POLICY DOES NOT INSURE THE LIABILITY OF THE INSURED FOR:
- A.** Loss of market arising from delay or loss of use; or loss or damage due to wear and tear, gradual deterioration, moth, vermin, however caused;
- B.** Loss or damage to accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad or other tickets, notes, securities, money, currency, bullion, precious stones, jewelry or other similar valuables, paintings, statuary or other works of art, manuscripts, mechanical drawings;
- C.** Loss or damage to vehicles or their equipment including fittings and tarpaulins;
- D.** Loss or damage due to inherent vice whether resulting from a peril insured against or otherwise;
- E.** Damage to live animals or fowl except as follows: This Company shall be liable only for claims arising from death, or from injury rendering death immediately necessary, in consequence of perils insured against.
- F.** Loss of or damage to live animals or fowl caused by straying from the scene of an accident;
- G.** Loss or damage caused by strikers, locked-out workmen or persons taking part in labor disturbances or riots, or civil commotions; nor for vandalism or malicious mischief;
- H.** Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against, nor for any act or omission of a dishonest character on the part of the Insured or his or their employees;
- I.** Shipments by mail;
- J.** Loss or damage to goods carried gratuitously or as an accommodation;
- K.** Loss or damage caused by or resulting from: (1) hostile or war-like action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order

of any government or public authority, or risks of contraband or illegal transportation or trade.

- L. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy.
- M. Loss by leakage, breaking, marring or scratching, rough handling, poor packing, wet or dampness, or by being spotted, discolored, moldy, rusted, frosted, rotted, soured, steamed or changed in flavor except the same be the direct result of a peril insured against in section V A through V G;
- N. Loss by breakage of eggs in excess of \$1000.00;
- O. Loss or damage due to loading or unloading;
- P. Loss or damage resulting from infidelity, conversion, theft or robbery by any person or persons in the employ or service of the Insured whether occurring during the hours of such employment or at any other time; and excluding pilferage by any person or persons.

VII. CONDITIONS:

- A. **Coinsurance.** The Company shall in no event be liable for a greater proportion of any loss or damage to the total value of all merchandise (including Earned Freight charges if such Earned Freight coverage is afforded under this policy) than the amount of insurance applicable bears to such total value at time and place of loss. This clause shall apply separately to merchandise in transit, and at a terminal location.
- B. **Valuation.** The valuation of all goods and merchandise insured shall in no event exceed the invoice value of such merchandise at point of shipment on date of loss, or there being no invoice, then for not more than the actual cash value of such merchandise at point of shipment on date of loss.
- C. **Misrepresentation and Fraud.** This policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.
- D. **Other Insurance.** This insurance is warranted by the insured to be null and void so far as concerns any loss to the extent of any other insurance by whomsoever effected, directly or indirectly covering liability of the Insured for the same property, whether concurrent, prior or subsequent hereto in date.
- E. **Notice and Proof of Loss.** The Insured shall immediately report in writing to the Company or its Agent every loss or damage which may become a claim under this policy with full particulars and shall also file with this Company or its Agent, a detailed sworn proof of loss within thirty (30) days following the date of determination of Insured's liability. Failure by the Insured to file either such claim or such proof shall invalidate the claim. This Company shall have the right to adjust and settle losses hereunder with the actual owners of the property.
- F. **Protection of Property after Loss.** In the event of loss or damage caused by the risks and perils insured against, it shall be necessary for the Insured to use all lawful and proper efforts for the safe guard and recovery of the property or its value without prejudice to this insurance, and this Company will contribute to the just and reasonable charges thereof in such proportion as the amount of insurance applicable bears to the total value at risk.

And it is mutually agreed that the acts of either party or their agents in securing, preserving or recovering the property insured shall not be considered or held to be either a waiver or acceptance of abandonment.

- G. **Payment of Loss.** All adjusted claims shall be paid or made good to the Insured within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the Home Office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
- H. **Machinery.** In the event of loss of or damage to machinery consisting, when complete for sale or use, of several parts, the Company shall only be liable for the value of the part(s) lost or damaged.
- I. **Abandonment.** There can be no abandonment to the Company of any property.
- J. **Admission of Liability.** The Insured shall not voluntarily admit any liability nor settle any claims nor incur any expenses (except as provided for in the preceding paragraph) without the specific authority of this Company, nor shall they interfere with any negotiations for settlements carried on between this Company and the owners of the property. In event of legal action being brought against the Insured in respect to alleged loss or damage which might constitute a claim under this policy, the Insured shall give immediate notice to this Company, and this Company reserves the right at its sole option to defend such action in the name and on behalf of the Insured and will pay all legal expenses incurred by this Company in connection with any action it undertakes to defend, also any judgment against the Insured, subject however, to all the valuations and limitations provided for herein.
- K. **Examination Under Oath.** The Insured as often as reasonably may be required shall submit, and so far as within his or their power cause all other persons interested in the property and members of their households and employees to submit to examination under oath by any person named by this company relative to any and all matters in connection with a claim, shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by this Company or its representatives, and shall permit extracts and copies thereof to be made.
- L. **Suit Against Company.** No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Insured shall have fully complied with all the requirements of this policy, nor unless commenced within twelve (12) months next after the determination of the Insured's liability for the loss, provided that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then, and in that event, no suit or action under this policy shall be sustainable unless commenced within the shortest limitations permitted under the laws of such State.
- M. **Subrogation.** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefore against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- N. **Cancellation for Non-Payment of Premiums.** Regardless of anything to the contrary expressed in this policy, it is mutually agreed that in case the premium on this policy shall not be paid to this Company or its authorized Agent within sixty (60) days after the date of attachment, this policy shall terminate automatically upon such sixtieth (60th) day at 12:01 A.M., and it is agreed by the Insured that no further notice of termination or cancellation of this policy is or shall be necessary; that proportional part of the premium, however, which shall have been earned up to the time of such termination shall be due and payable.
- O. **Cancellation.** This policy shall be cancelled at any time at the request of the Insured, in which case this Company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rate premium for the expired term. This policy may be

cancelled at any time by this Company by giving to the Insured ten (10) days' written notice of cancellation with or without tender of the excess of paid premium above the pro rate premium for the expired term, which excess, if not tendered, shall be refunded on demand, subject however to the minimum premium provisions of this policy. Notice of cancellation shall state that said excess premium, if not tendered, will be refunded upon demand. Notice of cancellation mailed to the address of the insured stated in this policy shall be sufficient notice.

If this policy is written with premium payable installments, regardless of anything to the contrary expressed in this policy, it is mutually agreed that in case of any installment of premium for this policy shall not be paid to the Company, or its duly authorized Agent within thirty (30) days after the due date of such installment, this policy shall terminate automatically upon such thirtieth (30th) day at 12:01 A.M., and it is agreed by the Insured that no further notice of the termination or cancellation of this policy is or shall be necessary; that the proportional part of the premium, however, which shall have been earned up to the time of such termination shall be due and payable.

It further is mutually agreed that should any additional premiums, charged for additions to or changes in this policy, not be paid this Company or its authorized Agent within sixty (60) days after date on which such additions and changes are effective, this policy shall terminate automatically in so far as such additions or changes are concerned, and it is agreed by the Insured that no further notice of termination or cancellation of such additions or changes is or shall be necessary; that proportional part of the premium, however, which shall have been earned up to the time of such termination, shall be due and payable.

- P. Changes.** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- Q. Assignment.** This policy shall be void if assigned or transferred without the written consent of this Company.
- R. Agent.** No person shall be deemed an Agent of this Company unless specifically authorized in writing by this Company.
- S. Terms** of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.
- T. Reinstatement of Loss.** It is agreed that the Amount of Insurance in effect under this policy shall not be reduced by the payment of loss hereunder, and, in consideration thereof, the insured agrees to pay to the Insurers pro rata additional premium on the amount of any loss. The said additional premium to be computed at pro rata of the annual rate for the unexpired term of this insurance subsequent to the date of the loss and to be due and payable to the Company upon payment of the loss.
- U. Indemnification Clause.** It is especially understood and agreed that in the event that Statutory Filings are made under this policy, on behalf of the Insured, with the Federal Motor Carrier Safety Administration, or any State Public Service Commission or Public Utility Commission, the Insured agrees to reimburse the Company for any payment made by the Company on account of any loss or damage involving a breach of the terms of this policy and for any payment that the Company would not have been obligated to make under the provisions of this policy, except for the agreement contained in such F.M.C.S.A. or P.S. C. or P.U.C. endorsement(s).
- V. Effective Time Clause.** The time of inception and the time of expiration of this policy and of any schedule or endorsement attached shall be 12:01 A.M., standard time at the address of the named insured as stated herein. To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy,

coverage under this policy shall not become effective until such other coverage has terminated.

- W. Salvage.** If the Company pays the insured the actual cash value up to the maximum limit of liability because of loss to goods or merchandise covered by this insurance, the Company shall be entitled to take title and possession of the damaged goods and merchandise for salvage.

VIII. OPTIONAL COVERAGES, LIMITATIONS AND EXTENSIONS –

- A. Deductible Clause.** This policy does not insure the first amount, as specified in the declarations, of any loss or damage; it being a matter of express agreement between the Company and the Insured that each claim for loss or damage hereunder shall be adjusted separately and from the adjusted amount of each loss or damage, or from the applicable limit of liability, whichever is less, the sum specified in the declarations shall be deducted.

- B. Earned Freight Clause.** It is understood and agreed that in event of loss hereunder, the goods and/or merchandise shall be valued at the amount of invoice, including earned freight charges to the point of accident, and in the absence of invoice at cash market value at place of shipment on date of shipment plus earned freight charges to the point of accident.

- C. Theft Clause.** This policy is amended by the addition of the peril of theft excluding infidelity, theft or robbery by any person or persons in the employment or service of the Insured, and excluding pilferage by any person or persons.

In case of loss or damage by theft to wines, liquors, spirits or other alcoholic beverages, cigars, cigarettes or other manufactured tobacco products; butter, furs, raw or manufactured textiles, tires or tubes, the limit of the Company's liability with respect to any one truck shall not exceed 10% of the amount of insurance for such truck stated in the schedule, but under no circumstances shall the limit of the Company's liability for all loss or damage of any kind arising out of any one disaster exceed the amount stated in the schedule as "Disaster Limit" either in the case of total or partial loss or for salvage charges or other costs or all combined.

It is a condition of this policy that in the event of loss by theft immediate notice will be given by the Insured to the police.

- D. Locked Truck Warranty.** It is understood and agreed that this policy does not cover loss or damage caused by theft of the insured property while left unattended in or on any truck unless the loss be a direct result of violent or forceful entry (of which there shall be visible evidence) into a fully enclosed body, the doors and windows of which shall have been securely locked or into a compartment which shall have been securely locked.

It is condition of this policy that in the event of loss by theft, immediate notice will be given by the Insured, to the police.

- E. Tarpaulin Warranty.** It is warranted by the insured that the cargo carrying compartment of each conveyance will be completely covered by a waterproof tarpaulin when hauling any property at risk hereunder and that the tarpaulin will be securely fastened except during loading and unloading. (Applicable only to flatbed and open equipment)
- F. Cotton Ginning Warranty.** It is also warranted that no coverage shall attach hereunder for baled cotton loaded on the conveyances insured hereunder unless such cotton has been ginned 72 hours prior to the date of loading.
- G. Bill of Lading Coverage.** Subject to all the stipulations, limitations, conditions and exclusions in the policy of which this

clause constitutes a part and subject also to the provisions of this clause, this policy is extended to cover the legal liability of the insured as a motor carrier, as such is defined, limited and set forth in the Uniform Bill of Lading, including Acts of God, against physical loss or damage to shipments of lawful goods or wares as described in the declarations and subject to the radius of operation described in this policy. The insured agrees to keep records of all such shipments in accordance with generally accepted accounting methods, and including any Federal and State regulatory requirements.

H. Mobile Home Amendatory Clause. It is understood and agreed that the following amendments are applicable to all Mobile Homes, half-double wide and modular homes covered hereunder:-

1. The Deductible Clause A is amended to read as follows:
 - (a) \$250.00 Deductible on all single-wide mobile homes
 - (b) \$500.00 Deductible on all double-wide and modular homes
 2. It is especially understood and agreed that this policy does not cover loss, damage or expense to personal effects or personal property which is not an integral part of the mobile home, office trailer, or trailer structure.
 3. It is understood and agreed that the definition of Truck is amended to include any mobile home only while attached to a scheduled tractor or toter.
 4. It is understood and agreed that this policy does not cover loss, damage or expense due to or arising from collapse or failure of the undercarriage or suspensory system including axle, wheels and tires, except as a result of a peril insured.
- I. Refrigeration Breakdown Clause.** This policy is extended to cover, subject to its terms and conditions, loss or damage to merchandise directly due to the mechanical failure or breakdown of single unit automatic temperature control compressors.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit, it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to the following:

- (a) Failure to provide adequate fuel supply.
- (b) Failure to maintain crankcase oil level within manufacturer's specified limits.
- (c) Failure to maintain an adequate level of refrigerant per manufacturer's specifications.
- (d) Willful destruction, or damage to automatic temperature control unit by an employee or others.

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the Insured unless so written or attached.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

(e) Any other circumstances wherein loss or damage is not directly due to breakdown or mechanical failure.

It is a condition of this coverage that the automatic temperature control units will be regularly inspected, at least once each month, by the Insured and records maintained as to the result of such inspections. Such records shall be open to the inspection of any authorized representative of this Company at all times during business hours. In no event shall this Company be liable for loss or damage caused, or contributed to by failure of the Insured to keep and maintain the above described automatic control or temperature units in efficient operating condition at all times.

J. Loading and Unloading Coverage. Subject to all of the stipulations, limitations, conditions and exclusions in the policy of which this form constitutes a part, it is agreed that this policy is amended by the addition of the following peril:

Accidental breakage to the insured property from an external cause occasioned by "loading and unloading", subject to the provision that each claim for loss or damage due to such breakage shall be adjusted separately and from the amount of each such adjusted claim, or from the applicable limit of liability, whichever is less, the sum specified in the declarations shall be deducted.

"Loading and unloading" as used herein means the moving of the insured property from an adjacent loading platform, or the immediate road-bed, into a vehicle listed in the schedule, and conversely, the removal of the insured property from such vehicle onto an adjacent platform, or to the road-bed immediate to such vehicle; it being understood that the intent of this provision is to provide protection against loss during the direct loading into the vehicle or the direct unloading from the vehicle, but to exclude any loss which may occur prior to the direct loading operation or any loss which may occur subsequent to the direct unloading operation.

Secretary

President

NEW RENEWAL OLD POLICY NO.

☐
☐

AGENT

CITY

STATE

AGENT'S CODE

DECLARATIONS – PART B OF MOTOR TRUCK CARGO POLICY

NO. MTC

Named Insured and Address: (No. Street, Town or City, State, Zip Code) Alternate Address (If Any):

Policy Period: (Mo. Day Yr.) (Months)
From to
12:01 A.M., standard time at the address of the **named insured** as stated herein.

DESCRIPTION OF MERCHANDISE –

RADIUS		MILES FROM (Terminal Location)				
LIMITS OF LIABILITY	The Maximum Liability of the Company including Salvage charges, Sue and Labor expenses, and all expenses in saving and preserving the property insured after a loss, shall in no event exceed:					
	(a) The amount hereinafter specified while in or on the designated truck or trucks as shown below; nor for more than (b)					
	(b) \$ in respect to any one loss, disaster or casualty.					
NOTICE: - THIS POLICY CONTAINS A CO-INSURANCE CLAUSE. BE CERTAIN THE AMOUNT OF INSURANCE EQUALS MAXIMUM VALUE CARRIED. (See Condition A, Section VII)						
Year Model	Trade Name	Type of Body	Serial No.	Amount Insured	Rate	Premium
MINIMUM PREMIUM \$					TOTAL PREMIUM	
					\$	
THE TERM "TRUCK" INCLUDES TRAILERS AND SEMI-TRAILERS, OR ANY COMBINATION THEREOF, OR ANY UNIDENTIFIED TRAILER ONLY WHILE SINGULARLY ATTACHED TO A SCHEDULED TRACTOR.						

OPTIONAL COVERAGES, LIMITATIONS AND EXTENSIONS (SEE SECTION VIII)

IN CONSIDERATION OF THE PREMIUM CHARGED, AND SUBJECT TO ALL TERMS, LIMITATIONS, CONDITIONS AND EXCLUSIONS OF THIS POLICY, THE FOLLOWING PROVISIONS ARE EFFECTED ONLY IF INDICATED BY AN AMOUNT OR THE WORD "INCLUDED".

A. Deductible Clause Amount \$ _____
 B. Earned Freight Clause _____
 C. Theft Clause _____
 D. Locked Truck Warranty _____
 E. Tarpaulin Warranty _____
 Other _____
 F. Cotton Ginning Warranty _____
 G. Bill of Lading Coverage _____
 H. Mobile Home Amendatory Clause _____
 I. Refrigeration Breakdown Clause _____
 J. Loading and Unloading Coverage _____

Countersigned _____ At _____ By _____
 Authorized Representative

<i>SERFF Tracking Number:</i>	<i>PERR-125704165</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Southern Insurance Company</i>	<i>State Tracking Number:</i>	<i>#103058 \$50</i>
<i>Company Tracking Number:</i>	<i>AMSO-CIM-CARGO-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Cargo Program</i>		
<i>Project Name/Number:</i>	<i>AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125704165 State: Arkansas
Filing Company: American Southern Insurance Company State Tracking Number: #103058 \$50
Company Tracking Number: AMSO-CIM-CARGO-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Cargo Program
Project Name/Number: AMSO-CIM-CARGO-AR-08-01-F/AMSO-CIM-CARGO-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/03/2008

Comments:

Attachment:

2007 NAIC FFS.pdf

Satisfied -Name: Letter of Authorization **Review Status:** Approved 07/03/2008

Comments:

Attachment:

SIGNED AUTHORIZATION LETTER.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AMSO-CIM-CARGO-AR-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Refrigeration Breakdown Endorsement	ASI 3003 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Monthly Premium Endorsement	ASI 3005 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Gross Receipts Endorsements	ASI 3007 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Endorsement - Theft Clause	ASI 3008 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Endorsement - Theft Clause	ASI 3009 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Endorsement (Cargo - Monthly Reporting of Equipment)	ASI 3015C (06/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Endorsement Damage to Cargo - Foreign Object	ASI 3016 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Refrigeration Breakdown Endorsement	ASI 3017 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Motor Truck Cargo Policy	BJP2277XC (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Declarations - Part B of Motor Truck Cargo Policy	CD2277XC (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



INSURANCE COMPANIES

Post Office Box 723030 / Atlanta, Georgia 31139 / Tel 404-266-9599 / Fax 404-266-8327

March 13, 2008

**Re: American Southern Insurance Company
NAIC Number 10235, FEIN 58-6016195**

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, form filings on behalf of **American Southern Insurance Company**. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department
Perr&Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

Please contact me if you have any questions regarding this authorization.

Sincerely,

Nellys Katz
Assistant Vice President
American Southern Insurance Company
Phone: 404-266-9599 x 147
Email: NellK@amsou.com